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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY \_\_\_\_\_

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20 UNITED STATES DISTRICT COURT  
21 CENTRAL DISTRICT OF CALIFORNIA

22 RICHARD DILLON,

23 Plaintiff,

24 vs.

25 NBC UNIVERSAL, INC.; PAUL  
26 TELEGDY; DICK WOLF; MARK  
27 BURNETT; DAVID A. HURWITZ;  
28 UNIVERSAL TELEVISION  
NETWORKS, LLC; ONE THREE  
TELEVISION, LLC; WOLF  
REALITY, LLC; and BILL'S  
MARKET & TELEVISION  
PRODUCTIONS,

Defendants.

Case No.

COMPLAINT FOR:

(1) COPYRIGHT INFRINGEMENT (17  
U.S.C. § 101 et seq.)

(2) UNFAIR COMPETITION (CAL.  
BUS. & PROF. CODE § 17200 et seq.)

(3) BREACH OF CONTRACT

(4) INDUCING BREACH OF  
CONTRACT

(5) CONSPIRACY

WITH JURY DEMAND

CV 12 9728 -550  
(AJWx)

1  
2 Plaintiff, Richard Dillon, by his attorneys, Ries Law Group and Liddle  
3 & Robinson, L.L.P., for his Complaint against Defendants NBC Universal  
4 (“NBC”), Paul Telegdy, Dick Wolf, Mark Burnett, David A. Hurwitz, Universal  
5 Television Network, Inc. (“Universal”), One Three Television, LLC (“One Three”),  
6 Wolf Realty LLC (“Wolf LLC”), and Bill’s Market & Television Production  
7 (“BMTP”) (collectively referred to as “Defendants”) hereby brings claims seeking  
8 relief for, among other things, copyright infringement, statutory unfair competition,  
9 breach of contract, and conversion.  
10  
11  
12

### 13 SUMMARY OF THE ACTION

14 1. While Defendants claim that their television show “Stars Earn  
15 Stripes” is a tribute to America’s heroic military, law enforcement personnel, and  
16 first responders, the great shame underlying the production of this show is that it  
17 was stolen from an actual law enforcement person – Richard Dillon, a former  
18 NYPD detective.  
19  
20

21 2. After an email exchange during which David Hurwitz invited  
22 Mr. Dillon – a former NYPD detective and first responder – and his colleague  
23 Jonathan Moss to present him with pitch material for Mr. Dillon’s show “Celebrity  
24 Seals,” on August 20, 2011, Mr. Hurwitz was sent a written treatment for the  
25 television show “Celebrity Seals.” Mr. Hurwitz praised the show – which was a  
26 reality television show pitting celebrities against one another “in a grueling and  
27  
28

1 intense series of competitive events that have been carefully designed to mimic the  
2 training that actually takes place during Navy SEAL School.” According to  
3 Mr. Dillon’s pitch material, “Each celebrity will have a personal coach (e.g., former  
4 SEAL) [and] [t]hey are competing to win a \$100,000 check that will be donated to  
5 the charity of their choice.” Mr. Dillon’s pitch, attached hereto Exhibit A, goes on  
6 to explain “Celebrity Seals” in more detail.  
7  
8

9 3. Mr. Hurwitz thought so highly of Mr. Dillon’s show, that he  
10 discussed making the show with an NBC executive. Mr. Hurwitz then untruthfully  
11 reported back to Mr. Dillon and Mr. Moss that NBC “thought [‘Celebrity Seals’]  
12 was cool but that it felt too niche and cable for them ...”  
13

14 4. Almost immediately thereafter, Defendants stole Mr. Dillon’s  
15 show and began production of the show, renaming it “Stars Earn Stripes.” In every  
16 meaningful way, “Stars Earn Stripes” is an exact replica of “Celebrity Seals.”  
17

### 18 **JURISDICTION AND VENUE**

19  
20 5. This Complaint arises under the federal Copyright Act, 17  
21 U.S.C. §§ 101 et seq., as amended, and the statutory and common law of the State  
22 of California.  
23

24 6. This Court has personal jurisdiction over all defendants by  
25 reason of their doing business in the State of California and in this district and their  
26 commission of unlawful acts within or without the State of California, having  
27 consequences within the State of California and this district.  
28

1           7. This Court has subject matter jurisdiction over this action under  
2 28 U.S.C. §§ 1331 (federal question) and 1367 (supplemental jurisdiction). The  
3 amount in controversy exceeds \$75,000.  
4

5           8. Venue is proper in this district under 28 U.S.C. § 1391(b)(2)  
6 because a substantial part of the events giving rise to the claims asserted herein  
7 occurred in this District. Venue is also proper under 28 U.S.C. § 1391(b)(1)  
8 because Defendants are subject to personal jurisdiction in this District and therefore  
9 “reside” in this District as that term is defined in 28 U.S.C. § 1391(c).  
10

11                           **THE PARTIES**  
12

13           9. Dillon is an individual who is a citizen of, and resides in, New  
14 York. Mr. Dillon is a former New York City police officer and detective, serving  
15 in the New York Police Department for 20 years. In this role, Dillon received  
16 numerous commendations for bravery and excellence, including the NYC Police  
17 Foundation award of excellence, the Chief of Detectives achievement award and  
18 the Plumsock fund award (conferred by the Mayor of New York City). Dillon has  
19 worked as a consultant and technical advisor for numerous television shows.  
20

21           10. NBC Universal, Inc. (“NBC”) is a corporation organized under  
22 the laws of Delaware and maintains its principal places of business in New York,  
23 New York and Los Angeles, California. NBC produces and broadcasts television  
24 programming through-out the United States. NBC broadcasted Dillon’s show  
25 under the name “Stars Earn Stripes.”  
26  
27  
28

1           11. Universal Television Networks, LLC ("Universal") is a limited  
2 liability company organized under the laws of California. Universal is a studio that  
3 produces television shows and maintains its principal place of business in Los  
4 Angeles, California. Universal produces the show "Stars Earn Stripes."

6           12. One Three Television, LLC ("One Three") is a limited liability  
7 company organized under the laws of Delaware. One Three is a television  
8 production company operated by Mark Burnett, with its principal place of business  
9 in California. One Three is a producer of "Stars Earns Stripes."

11           13. Wolf Reality LLC ("Wolf LLC") is a limited liability company  
12 organized under the laws of California and with its principal place of business in  
13 California. Wolf LLC is a television production company operated by Dick Wolf.  
14 Wolf LLC is a producer of "Stars Earns Stripes."

16           14. Bill's Market & Television Productions ("BMTP") is a  
17 corporation organized under the laws of California and with its principal place of  
18 business in California. BMTP is a television production company owned and  
19 operated by David Hurwitz. According to the Articles of Incorporation, Hurwitz is  
20 the only officer of BMTP. BMTP is a producer of "Stars Earns Stripes."

22           15. Paul Telegdy is a citizen of and resides in California. Telegdy is  
23 a producer of "Stars Earn Stripes."

25           16. Burnett is a citizen of and resides in California. Burnett is a  
26 producer of "Stars Earn Stripes."



- 1 • “Celebrity SEALS” also intends to feature the behind-the-scenes  
2 drama of the celebrities as they are asked to behave in a  
3 regimented manner under the supervision of their coaches;  
4
- 5 • The celebrities considered for “Celebrity SEALS” include  
6 celebrities from TV, film and sports, including fitness buffs  
7 and/or excellent athletes or a humorous juxtaposition, chosen to  
8 ensure interesting story lines;  
9
- 10 • “Celebrity SEALS” would have a host who was a retired SEAL;  
11 and  
12
- 13 • The celebrities would compete for a \$100,000 cash prize to be  
14 given to a charity.  
15

16 20. Dillon registered his written materials for the show Celebrity  
17 SEALS with the Writers Guild of America East, Inc. on May 19, 2011. The  
18 Registration Number is 1228782. Dillon also registered the materials with the  
19 United States Copyright Office on June 23, 2012. The United States Copyright  
20 Office assigned the materials Registration Number PAu 3-623-122.  
21

22 21. After creation of “Celebrity SEALS,” Dillon and Moss  
23 attempted to contact television producers for the purpose of acquiring, producing,  
24 and broadcasting “Celebrity SEALS.”  
25

26 22. In June 2011, Moss contacted Chuck LaBella, a television  
27 producer, to discuss “Celebrity SEALS.” After discussions about the idea for the  
28



1 show, Mr. LaBella requested that Moss send him the written treatment for  
2 “Celebrity SEALS.”

3  
4 23. On June 10, 2011, Moss sent LaBella the “Celebrity SEALS”  
5 treatment.

6  
7 24. On July 19, 2011, LaBella informed Moss that, while he thought  
8 “Celebrity SEALS” was a great idea, LaBella “just [did] not have the resources to  
9 put it together.” On this same email, LaBella suggested that Moss contact “my  
10 friend David Hurwitz ... the man behind ‘Fear Factor,’” another reality show  
11 broadcast by NBC.

12  
13 25. Moss and Dillon believed that Hurwitz had an agreement with  
14 NBC whereby he would either produce shows for the network or, at least, had the  
15 opportunity to present shows to NBC. Indeed, upon information and belief,  
16 Hurwitz is under contract with NBC.

17  
18 26. On August 14, 2011, Moss sent an email to Hurwitz, introducing  
19 himself and asking whether Hurwitz “would be open to discussing a reality project  
20 about which Chuck [LaBella] was quite enthusiastic. His words – ‘a million dollar  
21 concept.’” In this email, Moss stated explicitly that he worked in the television  
22 industry and that he and Dillon were pitching this creative idea for compensation  
23 and as part and parcel of Plaintiff’s livelihood and business.

24  
25 27. Later that same day, Hurwitz responded to Moss. In his  
26 response, Hurwitz – who worked in the entertainment business and at all relevant  
27  
28



1 times knew that (a) writers-creators pitch creative ideas to prospective purchasers  
2 with the object of selling those ideas for compensation and (b) it was standard in  
3 the entertainment industry for ideas to be pitched with the expectation of  
4 compensation in the event of use – requested that Moss meet with him (Hurwitz)  
5 for the express purpose of pitching Dillon’s television show.  
6

7  
8 28. On Wednesday, August 17, 2011, Moss, Hurwitz, and Dillon  
9 agreed to speak on a conference call on Friday, August 17, 2011 for the stated and  
10 express purpose of pitching the show “Celebrity SEALS.” It was understood that  
11 Dillon and Moss were pitching those ideas with the object of persuading Hurwitz  
12 and NBC to purchase those ideas for commercial development, and/or to employ  
13 Dillon in the production of those ideas.  
14

15  
16 29. On Friday, August 17, 2011, Moss and Hurwitz met via  
17 conference call. On this call, Moss told Hurwitz Dillon’s idea for “Celebrity  
18 SEALS.” Among other things, Hurwitz was told that “Celebrity SEALS” was  
19 intended to be a competition reality television show that pitted celebrities against  
20 one another in events designed to mimic the training that actually takes place during  
21 Navy SEAL School. Hurwitz was also told that the celebrities would live in  
22 barracks, be eliminated based on their performance in these events, have former  
23 SEAL coaches, and would give their \$100,000 winnings to charity. Moss also told  
24 Hurwitz their ideas for which celebrities (and types of celebrities) would be suitable  
25 contestants and who might make for a good host (a former SEAL).  
26  
27  
28

1           30. On this call, Hurwitz praised the idea for "Celebrity SEALS."  
2 He did not tell Dillon or Moss, directly or indirectly, that either he or NBC had or  
3 were developing a similar show.  
4

5           31. Immediately after this call, Hurwitz sent an email to Moss which  
6 stated, "I look forward to reading the treatment and seeing if we can't make  
7 something happen."  
8

9           32. The next day (August 20, 2011), Moss sent Hurwitz an email  
10 which stated, "It was a pleasure speaking with you yesterday. Rich and I are  
11 thrilled you think Celebrity Seals has strong upside potential." Attached to this  
12 email was Dillon's written treatment for "Celebrity SEALS." The written treatment  
13 is attached hereto as of Exhibit A.  
14

15           33. Just as with the conference call, the express purpose of sending  
16 this material to Hurwitz was to pitch creative ideas to Hurwitz and NBC for a  
17 television series. It was understood that Dillon and Moss were pitching those ideas  
18 with the object of persuading Hurwitz and NBC to purchase those ideas for  
19 commercial development, and/or to employ Dillon in the production of those ideas.  
20

21           34. The written treatment for "Celebrity SEALS" sets forth in detail  
22 the components of the show, including among other things its plot, themes, mood,  
23 setting, characters, sequence of events, and other concrete elements.  
24  
25  
26  
27  
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1           35. Again, after receipt of these written materials, Hurwitz did not  
2 tell Dillon and Moss, directly or indirectly, that he either he or NBC had or were  
3 developing a similar show.  
4

5           36. On August 28, 2011, Moss emailed Hurwitz again "to see if you  
6 were able to briefly speak with NBC about Celebrity Seals."  
7

8           37. Later that same day (August 28), Hurwitz responded, "amazing  
9 timing ... just leaving a stunt test where I bounced it off the exec that covers our  
10 show [Fear Factor, which airs on NBC]. He said that he thought it was cool but  
11 that it felt too niche and cable for them ..."  
12

13           38. After receiving this email, Moss responded to Hurwitz, "Is this a  
14 project you'd like to stay involved with at this time?"  
15

16           39. The following day (August 29), Hurwitz wrote, "as much as I'd  
17 like to jump in with you I am a little too busy right now with Fear Factor to do right  
18 by you. Best of luck and feel free to use me as a sounding board as you move  
19 forward ..." The series of e-mails with Hurwitz is attached hereto as Exhibit B.  
20

21           40. Unbeknownst to Dillon, Hurwitz and NBC and, upon  
22 information and belief, the other Defendants, misappropriated Dillon's show and  
23 secretly produced and broadcast their own television series based on Dillon's show  
24 and ideas.  
25

26           41. Without Dillon's knowledge or consent, Defendants produced a  
27 television series titled "Stars Earn Stripes" based upon and utilizing the detailed  
28

1 ideas and story lines Dillon and Moss had pitched as "Celebrity SEALs." The  
2 "Stars Earn Stripes" series utilized the following ideas that were misappropriated  
3 from Dillon's show:  
4

- 5 • "Stars Earn Stripes" is an elimination reality television show  
6 that pits celebrities against one another in competitive events  
7 designed to mimic military training exercises.  
8
- 9 • Although the show claims to include branches of the armed  
10 services in addition to the Navy SEALs, the events featured on  
11 the "Stars Earn Stripes" are exactly the same, or nearly identical,  
12 to the events set forth in Dillon's written material, such as the  
13 use of heavy weapons and learning the techniques of a sniper;  
14
- 15 • In addition, on "Stars Earn Stripes," each celebrity has a  
16 personal coach who was a former military or law enforcement  
17 personnel, and two of the coaches are Navy SEALs. Even  
18 though each coach is not a former Navy SEAL, it is apparent  
19 that "Stars Earn Stripes" attempts to depict the coaches as  
20 having the same characteristics (e.g., physically tough,  
21 exceptionally well-trained in military tactics, and a physically  
22 imposing demeanor one would expect in a former Navy SEAL)  
23 as a former Navy SEALs.  
24
- 25 • It also is set in a military-style barracks.  
26  
27  
28

- The show is further hosted by a former high-ranking military personnel who has “the ‘it’ factor.” (Exhibit A at 3.)
- Both shows also require that the winning celebrity give his/her \$100,000 prize money to charity.

In short, “Stars Earn Stripes” and “Celebrity SEALS” are virtually identical.

42. In around August 2012, Dillon learned that Defendants had decided to produce and broadcast “Stars Earn Stripes” beginning on August 13, 2012.

43. Defendants have deceived the public by falsely stating that individuals other than Dillon created “Stars Earn Stripes.”

44. Defendants continue to produce and broadcast episodes of “Stars Earn Stripes.”

45. At no time did Defendants ever request or obtain Dillon’s consent to use Celebrity SEALS. Defendants have not compensated Dillon for the value of his contributions. Using Dillon’s series concepts, Defendants have made, or will make, millions. Dillon, on the other hand, has received nothing out of “Stars Earn Stripes.”

### **FIRST CAUSE OF ACTION**

#### **(Dillon Against All Defendants For Copyright Infringement)**

46. Dillon repeats and incorporates by reference the allegations set forth in the Complaint, as if set forth herein.

1           47. Dillon is, and at all relevant times has been, the copyright owner  
2 of the exclusive rights under United States copyright laws with respect to certain  
3 written works, including the written treatment of "Celebrity SEALS" (referred to as  
4 "the Work").  
5

6           48. The Work has been issued a Certificate of Registration by the  
7 Writer's Guild of America. On June 23, 2012, the United States Copyright Office  
8 registered Dillon's work entitled "Celebrity SEALS" and issued it registration  
9 number PAu 3-623-122.  
10

11           49. Dillon reserved all rights in his Work under United States  
12 copyright laws. As such, Dillon owns the exclusive rights to prepare derivative  
13 works based upon the copyrighted work, distribute copies of the copyrighted work,  
14 and display the copyrighted work publicly.  
15  
16

17           50. Defendants, collectively and/or individually, are engaging, and  
18 have engaged, in the unauthorized use and violation of the Plaintiffs' exclusive  
19 rights in the Work, including unauthorized first publication, production, sale,  
20 exploitation, and distribution, of the television program entitled "Stars Earn  
21 Stripes," and the unauthorized distribution, publication, reproduction, and  
22 preparation of other products derived from Dillon's copyright protected Work.  
23  
24

25           51. In part, the Defendants' unauthorized use of Dillon's Work  
26 includes the production of the television program entitled "Stars Earn Stripes," and  
27 the distribution, and dissemination of portions of Dillon's Work through  
28

1 advertising, media sales, and ancillary merchandising and marketing as well as  
2 dissemination of Dillon's Work through the Internet.

3  
4 52. Dillon has been informed and believes that the Defendants  
5 collectively, and/or individually, without permission, or consent of Dillon, have  
6 used, and continue to use the Work to produce and advertise the production of  
7 "Stars Earn Stripes." In doing so, Defendants have violated Dillon's exclusive  
8 copyrights including reproduction, first publication, and distribution. Defendants'  
9 action, together, and/or individually, constitute infringement of Dillon's copyrights  
10 and exclusive rights under copyright.  
11

12  
13 53. Dillon has been informed and believes that Defendants,  
14 collectively, or each of them, have unlawfully reproduced the Work and/or created  
15 derivative works based on the Work without permission of the Plaintiff's copyright  
16 ownership rights.  
17

18 54. That foregoing acts of infringement have been willful and  
19 intentional, in disregard of and indifference to the rights of Dillon.  
20

21 55. As a result of Defendants' infringement of Dillon's copyright  
22 and exclusive right under copyright, Dillon is entitled to statutory damages pursuant  
23 to 17 U.S.C. § 504(c) for Defendants' infringement of each of the Copyrighted  
24 works. Dillon is further entitled to his attorneys' fees and costs pursuant to  
25 7 U.S.C. § 505.  
26  
27  
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1           56. Defendants' conduct also constitutes contributory and vicarious  
2 copyright infringement of Dillon's copyrights.

3           57. Defendants have engaged in, and continue to engage in the  
4 business of knowingly and systematically inducing, causing, and/or materially  
5 contributing to the violation of Dillon's exclusive copyrights. The acts of  
6 infringement by the Defendants have been willful, intentional, and purposeful, in  
7 reckless disregard of, and indifference to the rights of Dillon.  
8

9           58. Defendants have had, and continue to have, the right and ability  
10 to supervise and/or control the infringing conduct of the Defendants, but have failed  
11 and refused to exercise such supervision and/or control. As a direct and proximate  
12 result of such failure and refusal, Defendants and their advertisers, agents, assigns,  
13 and contracting parties, including Defendants, have infringed on Dillon's copyright  
14 in the Work, and Defendants, and each of them, have derived a direct financial  
15 benefit from the infringements.  
16

17           59. The acts of infringement by Defendants have been willful,  
18 intentional, and purposeful, in reckless disregard of, and with indifference to, the  
19 rights of Dillon.  
20

21           60. Defendants' conduct is causing, and unless enjoined and  
22 restrained by this Court, will continue to cause, Dillon certain great and irreparable  
23 injury that may not be able to be fully compensated in money; and for those  
24 damages, Dillon may have no adequate remedy at law. In connection with conduct  
25  
26  
27  
28

1 of Defendants causing specific damages to Dillon for which there is no adequate  
2 remedy at law, Dillon is entitled to injunctive relief prohibiting further  
3 infringements of Dillon's rights pursuant to 17 U.S.C. § 502.  
4

5 61. As a direct and proximate result of the infringement by  
6 Defendants of Dillon's exclusive rights, Dillon is entitled to actual damages and  
7 Defendants' profits pursuant to 17 U.S.C. § 504(b).  
8

9 62. Alternatively, Dillon is entitled to the maximum statutory  
10 damages, pursuant to 17 U.S.C. § 504(c).  
11

12 **SECOND CAUSE OF ACTION**

13 **(Dillon Against All Defendants For Unfair Competition Pursuant To**

14 **California Business And Professions Code § 17200)**  
15

16 63. Dillon repeats and incorporates by reference the allegations set  
17 forth in the Complaint, as if set forth herein.

18 64. The acts and omissions of Defendants alleged in this Complaint  
19 constitute unlawful and unfair business practices, in violation of California  
20 Business & Professions Code § 17200 *et seq.*  
21

22 65. Defendants' unlawful business practices include, without  
23 limitation, Defendants' infringement of Dillon's copyright interests, acts of  
24 conversion, inducement of breach of contract, and other wrongs described herein.  
25  
26  
27  
28

1           66. Defendants also unfairly interfered with Dillon's ability to  
2 compete by infringing his copyright interests, and diluting the value of Dillon's  
3 interest in "Celebrity SEALS."  
4

5           67. This conduct was unfair because it offends established public  
6 policy and was immoral, unethical, and unscrupulous. Specifically, Defendants  
7 have conspired to develop, film, and produce a show ("Stars Earn Stripes") that is a  
8 direct copy of "Celebrity SEALS" and intentionally lied to Dillon that neither NBC  
9 nor Hurwitz was interested in working on, or producing, "Celebrity SEALS" as part  
10 of an effort to steal Dillon's Work. Defendants have been put on notice that their  
11 conduct violates federal and state law, and have refused to alter such conduct. This  
12 conduct, as well as other conduct identified herein, constitutes unfair business  
13 practices in violation of California Business & Professions Code § 17200 *et seq.*  
14  
15  
16

17           68. Defendants have acted deliberately with the intent to unfairly  
18 benefit from Dillon's Work.  
19

20           69. As a result of Defendants' conduct, Defendants have been or  
21 will be unjustly enriched in an amount to be proven at trial, for which Dillon seeks  
22 restitution.  
23

24           70. The unlawful and unfair business practices undertaken by  
25 Defendants have caused irreparable harm to Dillon for which Dillon has no  
26 adequate remedy at law, and those unlawful business practices will continue to  
27 cause such irreparable harm unless restrained by this Court.  
28



1 written Work. Instead, Hurwitz and NBC accepted Dillon's ideas and turned them  
2 into an enormously valuable series called "Stars Earn Stripes."

3  
4 75. Defendants produced and broadcasted "Stars Earn Stripes"  
5 without compensating or crediting Dillon, thereby continuing its breach of  
6 contractual obligations owed to Dillon.

7  
8 76. Using Dillon's series concepts, as told to Hurwitz and NBC and  
9 embodied in the written Work, Hurwitz and NBC have made, or will make,  
10 millions of dollars in profit. As a direct and proximate result of Defendants'  
11 actions, Dillon has been damaged in an amount to be determined at trial, and is  
12 believed to exceed several million dollars, including but not limited to, the value of  
13 Dillon's ideas, and loss of a share of the profits derived from his ideas. Dillon's  
14 losses are ongoing. Dillon has also been deprived his rightful credits for creating  
15 this show.  
16  
17

18 **FOURTH CASUE OF ACTION**

19  
20 **(Dillon Against NBC, Universal, Telegdy, Wolf, Wolf LLC, Burnett, One**

21 **Three, and BMTP For Inducing Breach Of Contract)**

22 77. Dillon repeats and incorporates by reference the allegations set  
23 forth in the Complaint, as if set forth herein.  
24

25 78. Dillon and Hurwitz entered into a valid, binding contract that  
26 required Hurwitz to compensate Dillon for the use of his ideas.  
27  
28

1           79. Dillon was informed and believes that the other Defendants  
2 knew of the existence of this contract because, among other reasons, Hurwitz  
3 claimed that he informed NBC of the agreement.  
4

5           80. Dillon was informed and believes that, in connection with the  
6 development and production of "Stars Earn Stripes," the other Defendants intended  
7 to cause, and in fact caused, Hurwitz to breach his agreement with Dillon by  
8 encouraging Hurwitz to produce "Stars Earn Stripes", which is a direct copy of  
9 "Celebrity SEALS," without compensating or crediting Dillon.  
10

11           81. As a direct and proximate result of Defendants' inducing  
12 Hurwitz to breach his contract with Dillon, Dillon has been damaged in an amount  
13 to be proved at trial.  
14

15           82. This knowing and purposeful disregard for Dillon's rights is  
16 oppressive and malicious. Dillon is informed and believes that officers, directors,  
17 or managing agents of NBC, Wolf LLC, One Three, and BMTP either had  
18 advanced knowledge of these oppressive and malicious acts and consciously  
19 disregarded them or authorized, ratified, or perpetuated the oppressive and  
20 malicious acts themselves. As a result of such conduct, Dillon is entitled to  
21 punitive damages pursuant to California Civil Code § 3294 in an amount to be  
22 proved at trial.  
23  
24  
25  
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**FIFTH CAUSE OF ACTION**

**(Dillon Against All Defendants For Conspiracy)**

83. Dillon repeats and incorporates by reference the allegations set forth in the Complaint, as if set forth herein.

84. Dillon is informed and believes that in connection with the development and production of "Stars Earn Stripes," Defendants agreed to a common plan to, among other things, infringe on Dillon's copyright interest in "Celebrity SEALS" and commit other torts described herein.

85. Dillon is informed and believes that Defendants had actual knowledge that such tortious conduct would occur and concurred in the scheme with knowledge of its unlawful purpose.

86. Dillon is informed and believes that in agreeing to commit such tortious conduct against Dillon, Defendants acted for their own individual advantage by disclosing and exploiting Dillon's Work.

87. As a direct and proximate result of Defendants' conspiracy to commit such tortious conduct, Dillon has suffered damages in an amount to be proved at trial.

88. Defendants' conspiracy to commit tortious conduct against Dillon renders each of them liable for all acts taken by their co-conspirators before and after each defendant joined the conspiracy.



1                   **WHEREFORE, Dillon prays for the following relief:**

2                   A.     That the Court enter judgment in favor of Plaintiff and against  
3  
4 Defendants on Plaintiff's first cause of action for copyright infringement, adjudge  
5 that Defendants have willfully infringed on plaintiff's federally protected  
6 copyrights, in violation of 17 U.S.C. § 501 *et seq.*, award general and special  
7 damages, interest and Plaintiff's attorneys fees, and enter an injunction thereon  
8 ordering that Defendants, and their officers, agents, representatives, servants,  
9 employees, attorneys, successors and assigns, and all others in active concert or  
10 participation with defendants, be enjoined and restrained from:  
11  
12

13                   a. imitating, copying, or making any other infringing use or  
14                   infringing distribution or broadcast of the Work and/or  
15                   materials now or hereafter created which infringe upon the  
16                   copyright in the Series;  
17

18                   b. imitating, copying, or making any other infringing use or  
19                   infringing distribution of broadcast of the Work and/or other  
20                   materials now or hereafter created which infringe upon  
21                   Plaintiff's other copyrights;  
22

23                   c. manufacturing, assembling, producing, distributing,  
24                   broadcasting, offering for distribution or broadcast,  
25                   circulating, selling, offering for sale, advertising, importing,  
26                   promoting, or displaying any television program, website or  
27  
28

1 related merchandise or service bearing any simulation,  
2 reproduction, counterfeit, copy, or colorable imitation of the  
3 Work;  
4

5 d. using any simulation, reproduction, counterfeit, copy, or  
6 colorable imitation of the Work in connection with the  
7 manufacture, assembly, production, distribution, broadcast,  
8 offering for distribution or broadcast, circulation, sale,  
9 offering for sale, import, advertisement, promotion, or  
10 display of any television program, website or related  
11 merchandise or service not authorized or licensed by  
12 Plaintiff;  
13

14 e. using any designation of origin or description which can or is  
15 likely to lead anyone to believe that any television program,  
16 website or related merchandise or service has been produced,  
17 manufactured, assembled, distributed, broadcast, offered for  
18 distribution or broadcast, circulation, sold, offered for sale,  
19 imported, advertised, promoted, displayed, licensed,  
20 sponsored, approved, or authorized by Plaintiff, when such is  
21 not true in fact;  
22

23 f. using reproductions, counterfeits, copies or colorable  
24 imitations of the Work in the distribution, broadcast, offering  
25  
26  
27  
28

1 for distribution or broadcast, circulating, sale, offering for  
2 sale, advertising, importing, promoting, or displaying of any  
3 television programs, website or related merchandise or  
4 service not authorized or licensed by Plaintiff;  
5

6 g. engaging in any other activity constituting an infringement of  
7 any of Plaintiff's copyrights, or of Plaintiff's rights in, or  
8 right to use or to exploit, these copyrights; and  
9

10 h. assisting, aiding, or abetting any other person or business  
11 entity in engaging in or performing any of the activities  
12 referred to in subparagraphs (a) through (g) above.  
13

14 B. That the Court enter judgment in favor of Plaintiff and against  
15 Defendants on Plaintiff's second cause of action, and award special and general  
16 damages and Defendants' infringing profits thereon, plus interest, and enter an  
17 appropriate injunction;  
18

19 C. That the Court enter judgment for Plaintiff and against Defendants on  
20 Plaintiff's third cause of action, and award special and general damages and  
21 Defendants' infringing profits thereon, plus interest, and enter an appropriate  
22 injunction;  
23

24 D. That the Court enter judgment for Plaintiff and against Defendants on  
25 Plaintiff's fourth cause of action, and award special and general damages and  
26  
27  
28

1 Defendants' infringing profits thereon, plus interest, and enter an appropriate  
2 injunction;

3  
4 E. That the Court enter judgment for Plaintiff and against Defendants on  
5 Plaintiff's fifth cause of action, and award special and general damages and  
6 Defendants' infringing profits thereon, plus interest, and enter an appropriate  
7 injunction; and  
8


9 F. That the Court should order such further or other relief as this Court  
10 finds just.  
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**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury for all issues so triable.

Dated: Los Angeles, California  
November 7, 2012

Ries Law Group

By:   
Nina Ries, Esq.  
3231 Ocean Park Blvd., Suite 121  
Santa Monica, California 90405  
Telephone: (310) 399-9977  
Facsimile: (310) 399-8080  
nina@rieslawgroup.com

and

David Marek, Esq. (*pro hac vice*  
admission anticipated)  
James W. Halter, Esq.  
(*pro hac vice* admission anticipated)  
Liddle & Robinson, L.L.P.  
800 Third Avenue  
New York, New York 10022  
Telephone: (212) 687-8500  
Facsimile: (212) 687-1505  
dmarek@liddlerobinson.com  
jhalter@liddlerobinson.com  
*Attorneys for Mr. Richard Dillon*

**EXHIBIT A**

# **EXHIBIT A**



Stonehouse Studios

1000 Stonehouse Road, Union City, New Jersey 07087

Phone: 201-261-1111

www.stonehousestudios.com

# CELEBRITY SEALS

Celebrities Train To Donate SEAL Gear To Military For Their Charities

Confidential





7 - 2011  
CONFIDENTIAL

## Project Summary

When the President of the United States calls on the military to execute the most dangerous assignments, such as the assassination of Osama Bin Laden, he sends in the military's most physically powerful, courageous, and mentally strong men and women. Spending over a year in specialized training, which many cannot complete, these people, the toughest of the tough, become SEALs.

*Celebrity SEALs* pits celebrities from television, film and sports in a grueling and intense series of competitive events that have been carefully designed to mimic the training that actually takes place during Navy SEAL School. Each celebrity will have a personal coach (e.g. former SEAL), and after each event, they will be judged by a panel of experts (e.g. former SEALs, retired marines), including the show's host, with one being eliminated. The celebrities are competing to win a \$100,000 check that will be donated to the charity of their choice.

*Celebrity SEALs* will be an elimination show, with one individual eliminated at the end of every episode. A panel of experts (e.g. former SEALs, retired marines) will choose two competitors to eliminate, using criteria such as physical performance, task accomplishments, skill-set growth, promise, effort, character and attitude. Once the two contestants are selected, the entire remaining group of celebrities will decide on the individual that will leave the show. For many of these celebrities, this will be the first time they have been asked to accomplish such difficult physical and mental tasks. In fact, the challenges are so mentally and physically demanding that, just like the real Navy SEAL program, we expect many of our celebrities to drop out prior to completion of the competition.

The following are some of the skills and challenges that could be included in the series:

- Surf Torture (Individuals endure hours of grueling exercises on the beach and in the surf.)
- Heavy weapons qualification
- Underwater Demolition (Individuals in snorkel gear must perform underwater demolition tactics.)
- Drown Proofing (Individuals must swim with their hands & feet tied.)
- Hostage Recovery (Individuals must repel into hostile environment and rescue hostages.)
- Immediate Action Drills, Over-The-Beach scenarios and ambush techniques, free-fall parachuting and sniper lessons.
- Hell Week: Five, twenty hour days in which people run more than 200 miles and sleep a total of just four hours.

## Practical Matters

### Jonathan Moss, Creator and Producer

Jonathan Moss is an award-winning entertainment executive and producer who has been involved with the development and/or production of over 70 film and television projects. As an independent producer and as an executive at Home Box Office (HBO), where he was the Director of Documentary Programming, he has worked with some of the industry's most highly acclaimed producers on programs that have earned 1 Academy, 14 Emmy, 5 Peabody, 10 CableAce, 2 DuPont, and 20 other major awards, as well as highly viewed programs such as *Taxicab Confessions*, *Real Sex* and the *Sports Illustrated Swimsuit* specials. In addition, Moss was a partner of a production company in New York City that produced the Emmy award-winning series *Gotham TV*. He has also worked as a media consultant to international and domestic networks and production companies as well as start-up ventures, contributed to a published research study that focused on the international television business and spent time with Disney, Orion Classics and Jim Henson Productions. Moss is a graduate of Northwestern University.

### Richard Dillon, Creator and Producer

Rich Dillon has more than 30 years experience working in the field of law enforcement. As a former NYC police officer and detective he received over 20 commendations for bravery and excellence along with the NYC Police Foundation award of excellence, the Chief of Detectives achievement award and the Plumsock fund award (conferred by the Mayor of NYC). He has had assignments in units such as Anti-Crime, the Warrant Squad, Manhattan Robbery Squad, the Crime Stoppers Squad, the Special Frauds Squad and the Manhattan South Homicide Squad. A highly regarded public speaker and trainer, Rich has provided instruction to countless investigative agencies on numerous topics including: Interview and Interrogation, Methods of Investigation and Media Relations. Dillon has also brought his unique experience and skills to the entertainment field by acting as a consultant and technical advisor on such shows as *America's Most Wanted*, *Unsolved Mysteries*, *Fighting Back*, *Case File*, *Missing Reward*, *Prime Suspect* and local stations such as WABC, WWOR, FOX, WPIX, WNJU, and NY1. Dillon is a graduate of SUNY Empire State College.



7 - 2011  
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## Beyond the Competition

### Behind-The Scenes

Concurrent with the competition, *Celebrity SEALs* will also feature the behind-the-scenes drama of the celebrities as they live together in standard military barracks, and asked to behave in a regimented manner as well as do menial tasks, all under the supervision of their tough coaches.

### Cast of Celebrities

Celebrities that consider themselves fitness buffs and/or excellent athletes, or perhaps, in a humorous juxtaposition, exactly the opposite, as well as the Coaches, will be chosen to ensure that all are sufficiently interesting to drive storylines. Personal lives will be also revealed. These people, while wanting to remain looking professional, know that they must perform for the camera. The following are individuals who are the type that could appear in *Celebrity SEALs*:

- |                                  |                         |                   |                   |
|----------------------------------|-------------------------|-------------------|-------------------|
| 1. Mario Lopez (possible host)   | 6. Lou Diamond Phillips | 11. Pink          | 15. Drew Lachey   |
| 2. Randy Couture (possible host) | 7. Danny Bonaduce       | 12. Demi Moore    | 16. Mickey Rourke |
| 3. Jesse Ventura (possible host) | 8. Dolph Lundgren       | 13. Brooke Burke  | 17. Steve Austin  |
| 4. Ronnie from Jersey Shore      | 9. Jose Conserco        | 14. Jennifer Grey | 18. Chris Jericho |
| 5. David Hasselhoff              | 10. Gary Busey          |                   |                   |

### Host

A host has not been selected for *Celebrity SEALs*. However, there are many retired seals who may fit the profile and who have the 'it' factor. The following are examples. (They have not been evaluated or contacted since it is common for the commissioning network to be involved/make this vital casting decision.)

**Rudy Boesch:** This retired Navy SEAL became popular for his stint in the reality series *Survivor: Borneo*, and for being its oldest competitor. Moreover, he finished in 3rd place. He had an enviable record as a SEAL, and was a team leader, who had 45 years of uninterrupted military career.

**Richard Machowicz:** Richard "Mack" Machowicz was the host of the Discovery Channel and Military Channel show *Future Weapons*. According to the program's introduction, he spent ten years as a U.S. Navy SEAL and now searches for new weapons and military technologies used in modern warfare. He is also proficient in many martial arts and a practitioner of Zen Buddhism. He will be the newest member on Spike's show, *Deadliest Warrior*.

**Richard Marcinko:** Ass-kicking Navy SEAL (a.k.a. Demo Dick, a.k.a. Rogue Warrior, a.k.a. Shark Man of the Delta), Marcinko is one of the toughest men ever to serve our country. He is the author of the best selling *Rogue Warrior* series. Demo Dick is raw. "War, after all, is not Nintendo. War is not about technology or toys. War is about killing..."

**Jesse Ventura:** Jesse Ventura is a retired Navy SEAL, turned retired professional wrestler turned American politician who was the 38th Governor of the US State of Minnesota. He has also donned the role of an actor, radio host, and a television talk show host.

## Practical Matters

### About the Navy SEALs

(from Wikipedia, edited) The average United States Navy SEAL spends over a year in a series of formal training environments before being awarded the Special Warfare Operator Naval Rating and the Navy Enlisted Classification (NEC) 5326 Combatant Swimmer (SEAL). All Navy SEALs must attend and graduate from Basic Underwater Demolition/SEAL School, a basic parachutist course and then the SEAL Qualification Training program. All sailors entering the SEAL training pipeline with the Hospital Corpsman rating or those chosen by Naval Special Warfare Command must also attend Special Operations Combat Medic course before joining an operational team. Once outside the formal schooling environment SEALs entering a new Team at the beginning of an operational rotation can expect 18 months of training interspersed with leave and other time off before each 6-month deployment.

**EXHIBIT B**

# **EXHIBIT B**

david hurwitz <davidhurwitz1@mac.com>

Re: Check LaBella

August 15, 2011 3:36 PM

especially that Friday traffic from Jersey will really suck.  
Let's jump on the phone Fri. Let's pick a time Thurs.  
speak to you soon -  
David

On Aug 15, 2011, at 11:32 AM, Jonathan Moss <jon@mossonline.net> wrote:

David:

I'm in NJ..Encino is a bit of drive!

How about a phone call? What time is good for you?

All the best.

Sincerely,  
Jon

Jonathan Moss  
[jon@mossonline.net](mailto:jon@mossonline.net)  
917.968.5700

On Aug 14, 2011, at 7:28 PM, david hurwitz wrote:

Hi Jonathan...

Any referral from Chuck is definitely worth the time. I am shooting tonight and the next couple of nights so my world is gonna be upside down for the first part of the week.

Are you available Friday to meet in the Encino area? Let me know and we can confirm on Thursday.

Thanks,  
David

On Aug 14, 2011, at 03:10 PM, Jonathan Moss <jon@mossonline.net> wrote:

Dear David:

Per Chuck LaBella's suggestion, I am writing to introduce myself and to find out whether you would be open to discussing a reality project about which Chuck was quite enthusiastic. His words -- "a million dollar concept".

I am a former Director of Documentary Programming at HBO and am currently working as a television producer and consultant, and I have been involved with programs that have garnered an Oscar as well as multiple Emmys, DuPonts and Peabodys. Other involvements, such as TaxiCab Confessions, had strong ratings.

Do you have time to speak this week? Along with my partner Rich Dillon, we'll do our best to make time when you are available

All the best.

Sincerely,  
Jon

Jonathan Moss  
[jon@mossonline.net](mailto:jon@mossonline.net)  
917.968.5700

davidhurwitz1@mac.com  
Re: Friday  
August 18, 2011 8:46 AM

Looking forward to it...

-----Original Message-----

From: Moss Jonathan  
To: David Hurwitz  
Subject: Re: Friday  
Sent: Aug 18, 2011 5:31 AM

David:

Great!

I will set up a conference call as the co-creator may also be able to join the conversation.

All the best.

Sincerely,  
Jon

Jonathan Moss  
jon@mossonline.net  
917.968.5700

On Aug 17, 2011, at 8:02 PM, davidhurwitz1@mac.com wrote:

Hey Jonathan -  
After 3pm my time works great...  
-----Original Message-----  
From: Jonathan Moss  
To: David Hurwitz  
Subject: Friday  
Sent: Aug 17, 2011 4:43 PM

David:

I hope all is well.

I am writing to formalize a time for Friday. We can leave it open and just try to connect, or 'pencil' a time in our calendars.

What is best for you?

Jon Moss  
Sent from my iPhone

Sent from my Verizon Wireless BlackBerry

Sent from my Verizon Wireless BlackBerry



Moss Jonathan <jon@mossonline.net>

Re: Friday

August 20, 2011 10:10 AM

David:

It was a pleasure speaking with you yesterday. Rich and I are thrilled you think Celebrity Seals has strong upside potential.

Attached is our quick, short proposal, as requested. (Please excuse typos, etc.) We would be pleased to redraft it based on your comments.

Please let me know that you received it.

All the best

Sincerely,  
Jon

Jonathan Moss  
jon@mossonline.net  
917.868.6700

On Aug 19, 2011, at 7:48 PM, david hurwitz wrote:

nice chatting with you. I look forward to reading the treatment and seeing if we can't make something happen...  
have a nice weekend -

On Aug 17, 2011, at 04:43 PM, Jonathan Moss <jon@mossonline.net> wrote:

David:

I hope all is well.

I am writing to formalize a time for Friday. We can leave it open and just try to connect, or 'pencil' a time in our calendars.

What is best for you?

Jon Moss  
Sent from my iPhone

Celebrity Seals.pdf (5.4 MB)

Moss Jonathan <jon@mossonline.net>  
Re: NBC  
August 28, 2011 4:24 PM

David:

Thanks! It would be great to work together!

All the best.

Sincerely,  
Jon

Jonathan Moss  
jon@mossonline.net  
917.968.5700

On Aug 28, 2011, at 11:31 AM, david hurwitz wrote:

Hey Jonathan,  
as much as I'd like to jump in with you I am a little too busy right now with Fear Factor to do right by you.  
Best of luck and feel free to use me as a sounding board as you move forward...  
David

On Aug 28, 2011, at 04:28 PM, Jonathan Moss <jon@mossonline.net> wrote:

David:

Understood. Is this a project you'd like to stay involved with at this time?

Jon Moss  
Sent from my iPhone

On Aug 28, 2011, at 4:53 PM, david hurwitz <davidhurwitz1@msc.com> wrote:

> amazing timing... just leaving a stunt test where I bounced off the exec that covers our show.  
> He said that he thought it was cool but that it felt too niche and cable for them...

>  
> On Aug 28, 2011, at 12:57 PM, Jonathan Moss <jon@mossonline.net> wrote:

>  
>> David:

>>  
>> I hope all is well.

>>  
>> I writing to see if you were able to briefly speak with NBC about Celebrity Seals?

>>  
>> All the best.

>>  
>> Jon Moss  
>> Sent from my iPhone

>

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge S. James Otero and the assigned discovery Magistrate Judge is Andrew J. Wistrich.

The case number on all documents filed with the Court should read as follows:

**CV12- 9728 SJO (AJWx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

## Name &amp; Address:

Nina Ries, Esq. (SBN 218652)  
 Ries Law Group, 3231 Ocean Park Blvd., Suite 121  
 Santa Monica, CA 90405  
 (310) 399-9977 F: 310-399-8080  
 nina@rieslawgroup.com

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

Richard Dillon

CASE NUMBER

PLAINTIFF(S)

CV 12 9728

v.

SJO (ASW)

NBC Universal, Inc.; Paul Telegdy; Dick Wolf; Mark Burnett;  
 David A. Hurwitz; Universal Television Networks, LLC; One  
 Three Television, LLC; Wolf Reality, LLC; and Bill's Market  
 & Television Productions,

DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S):

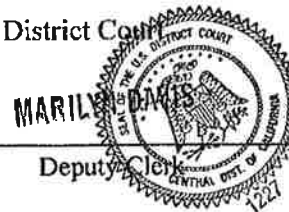
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Nina Ries, Esq., whose address is Ries Law Group, 3231 Ocean Park Blvd., Suite 121, Santa Monica, CA 90405. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: NOV 14 2012

By:



(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

 ORIGINAL

## Name &amp; Address:

Nina Ries, Esq. (SBN 218652)  
 Ries Law Group, 3231 Ocean Park Blvd., Suite 121  
 Santa Monica, CA 90405  
 (310) 399-9977 F: 310-399-8080  
 nina@rieslawgroup.com

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

Richard Dillon

CASE NUMBER

PLAINTIFF

v.

CV 12 9728

-SJO (Attw)

NBC Universal, Inc.; Paul Telegdy; Dick Wolf; Mark Burnett;  
 David A. Hurwitz; Universal Television Networks, LLC; One  
 Three Television, LLC; Wolf Reality, LLC; and Bill's Market  
 & Television Productions,

DEFENDANT(S).

## SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Nina Ries, Esq., whose address is Ries Law Group, 3231 Ocean Park Blvd., Suite 121, Santa Monica, CA 90405. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: NOV 14 2012

By:

  
 Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> Richard Dillon		<b>DEFENDANTS</b> NBC Universal, Inc.; Paul Teigdy; Dick Wolf; Mark Burnett; David A. Hurwitz; Universal Television Networks, LLC; One Three Television, LLC; Wlf Reality, LLC; and Bill's Market & Television Productions	
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Nina Ries, Esq., Ries Law Group, 3231 Ocean Park Blvd., Suite 121 Santa Monica, California 90405 (310) 399-9977		Attorneys (If Known)	

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Please an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%; border: none;">Citizen of This State</td> <td style="width:10%; border: none; text-align: center;">PTF</td> <td style="width:10%; border: none; text-align: center;">DEF</td> <td style="width:50%; border: none;"></td> <td style="width:10%; border: none; text-align: center;">PTF</td> <td style="width:10%; border: none; text-align: center;">DEF</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: center;"><input type="checkbox"/> 1</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 1</td> <td style="border: none;">Incorporated or Principal Place of Business in this State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 4</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF	DEF		PTF	DEF		<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF	DEF		PTF	DEF																				
	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

**IV. ORIGIN** (Place an X in one box only.)  
☒ 1 Original Proceeding    
☐ 2 Removed from State Court    
☐ 3 Remanded from Appellate Court    
☐ 4 Reinstated or Reopened    
☐ 5 Transferred from another district (specify):    
☐ 6 Multi-District Litigation    
☐ 7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes    ☐ No (Check 'Yes' only if demanded in complaint.)  
**CLASS ACTION** under F.R.C.P. 23: ☐ Yes    ☒ No                      **MONEY DEMANDED IN COMPLAINT:** \$ in excess of \$75,000

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
Copyright Act (17 U.S.C. § 101 et seq.) and other laws. Copyright infringement for theft of a television show.

**VII. NATURE OF SUIT** (Place an X in one box only.)

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER</b> <b>PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE / PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV 12 9728

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.



**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes  
 If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes  
 If yes, list case number(s): \_\_\_\_\_

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.  
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:	California County outside of this District; State, if other than California; or Foreign Country
	New York

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.  
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County (all Defendants)	Delaware (place of incorporation of NBC Universal, LLC and One Three Television, LLC)

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.  
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County (all causes of action)	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

**X. SIGNATURE OF ATTORNEY (OR PROPER):** *[Signature]* Date 11/7/2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1395PP(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))